

Jason M. Drangel (JD 7204)
jdrangel@ipcounselors.com
Ashly E. Sands (AS 7715)
asands@ipcounselors.com
Danielle (Yamali) Futterman (DY 4228)
dfutterman@ipcounselors.com
EPSTEIN DRANGEL LLP
60 East 42nd Street, Suite 2520
New York, NY 10165
Telephone: (212) 292-5390
Facsimile: (212) 292-5391
Attorneys for Plaintiff
Moonbug Entertainment Limited

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 1/28/2022

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MOONBUG ENTERTAINMENT LIMITED,

Plaintiff

v.

138 STORE, 4EVER KEEP REAL STORE,
ANHUI PRIME TECHNOLOGY CO., LTD,
ANHUI RON.VE.XIN INTERNATIONAL
TRADE CO., LTD., ANIME ZONE STORE,
ANIMECOLLECTION STORE, AVEZANO
BACKDROP STORE, BABY K PARTY STORE,
BABY PINK STORE, BABY TOY WORLD
STORE, BABYSUNHINE0305 STORE,
BACKGROUND STORE, BE FUNNY PARTY
STORE, BEETOY TOY STORE, BELLY TOY
STORE, BENGBU SWAN GIFTS CO., LTD.,
BEST-MOTHER & BABY STORE,
BRATSWREETIS STORE, BRAVE
NEWWORLD STORE, BRILLIANT
CHEERFUL LIFE STORE, BRILLIANT FUN
PARTY STORE, BRILLIANT PARTY LIFE
STORE, BRILLIANT PARTY STORE,
CHILDREN SWEET HOME, CHRISTINEBEST
STORE, CITY OF STARS STORE, COLA
PARTY STORE, COOL-KIDS STORE,
COSFANS COSTUMES STORE, COZY PARTY
STORE, COZYDOG STORE, CRYSTAL

21-cv-4312 (VEC)

**FINAL DEFAULT JUDGMENT
AND PERMANENT INJUNCTION
ORDER FOR DEFENDANT
SUTAIBAI BACKDROP
BACKGROUND FACTORY STORE**

TECHNOLOGY, CYML PARTY STORE, DAVID PARTY STORE, DAYOFSUGAR STORE, DECORATIVE BALLOONS STORE, DHSM TOY STORE, DONGGUAN CHASHAN JIYE TOYS & GIFTS FACTORY, DONGGUAN HUAQUN TECHNOLOGY CO., LTD., DONGGUAN NUOSHENG ELECTRONIC TECHNOLOGY, DONGGUAN NUOYI TOYS CO., LTD., DONGGUAN RUI TENG GIFT CO., LTD., DONGGUAN SHUANGYUAN GARMENTS CO., LTD., DREAMS IT POSSIBLE STORE, DULABABY STORE, ENJOYPARTY STORE, ESTRELLA STORE, F102 STORE, FAIRY TALE WORLD FRIST, FEMAILY STORE, FENGCAI TRADING (SHENZHEN) CO., LTD., FOURTRY STORE, FREE MARKET CO., LTD, FUTURE STARS PLUSH STORE, FUZHOU NICROLANDEE ARTS & CRAFT CO., LTD., FUZHOU PARTYCOOL TRADING CO., LTD., FUZHOU PARTYPLACE TRADING CO., LTD., GTT11 STORE, GUANGZHOU GONGYUCHENG TRADING CO., LTD., HAAE TOY STORE, HAI XIN STORE, HANGZHOU EASTERNHOPE ARTS & CRAFTS CO., LTD., HELLO BALLOONS, HENAN DIRIVER TRADING CO., LTD., INLAND PARTY STORE, INMEMORY OFFICIAL STORE, INTRIGUING STORE, JIANGSU DINGHONG IMPORT AND EXPORT CO., LTD., JIANGXI YUNZHOU CLOTHING CO., LTD., JINHUA DARREN TRADING CO., LTD., JJ DROP SHOPPIG STORE, JOYTIMES STORE, JUJUBETREE STORE, KIDS FUNNY STORE, KOKOER PARTY STORE, LAMIANWANZI STORE, LET'S PARTY STORE, LIANYUNGANG HONGWEN TOYS CO., LTD., LOVE PARTY STORE, LOVEMYLIFE STORE, MAGIC CHILDREN WORLD STORE, MOLUTIAN OFFICIAL STORE, MY BALLOONS STORE, MY DAY TOY STORE, NANCHANG DONGTIAN ELECTRONIC COMMERCE CO., LTD., NANTONG GELAS IMPORT & EXPORT CO., LTD., NEW LIFE PARTY STORE, PARTY BALLOONS STORE, PARTY CELEBRATION STORE, PARTY GROCERY STORE,

PARTYGUYS STORE, PHOTURT BACKDROP
 DESIGN STORE, PONYOCABIN STORE, POP
 ELEMENTS LUGGAGE STORE, PURSUIT OF
 HAPPYNESS STORE, QINGDAO BUZZY
 CULTURAL CO., LTD., QUANZHOU
 GUANGHE MINGLIANG TRADING CO.,
 LTD., QUANZHOU WANTWELL
 INFORMATION & TECHNOLOGY CO., LTD.,
 QUANZHOU YAER ELECTRONIC
 COMMERCE CO., LTD., QUANZHOU YOHO
 YOHO TRADING CO., LTD., RC BUILDING
 BLOCKS STORE, RIBOW TOY WHOSALE
 AND RETAIL STORE STORE, RIMU TOY
 STORE, S181 STORE, SENSFUN OFFICIAL
 STORE, SHENZHEN BEIAN TOP TRADING
 CO., LTD., SHENZHEN DIHAO
 TECHNOLOGY CO., LTD., SHENZHEN
 JOYTOY STORE, SHENZHEN NEWSTAR
 ELECTRONIC TECHNOLOGY CO., LTD.,
 SHENZHEN TUOYI ELECTRONIC
 COMMERCE CO., LTD., SHOP1113240
 STORE, SHOP3215086 STORE, SHOP3929008
 STORE, SHOP4417158 STORE, SHOP4873033
 STORE, SHOP5004496 STORE, SHOP5422160
 STORE, SHOP5429173 STORE, SHOP5633027
 STORE, SHOP5728157 STORE, SHOP5874077
 STORE, SHOP5883889 STORE, SHOP5886488
 STORE, SHOP719161 STORE, SHOP726174
 STORE, SHOP910438252 STORE,
 SHOP910559417 STORE, SHOP911137281
 STORE, SHOP911405027 STORE,
 SHOP911412452 STORE, SHOP911419007
 STORE, SHOP934283 STORE, SKYLESSHINE
 STORE, SMILEPARTY STORE, SPECIALLY
 PARTY STORE, ST005 STORE, STARRIVER
 STORE, SUPERY PARTY STORE, SUTAIBAI
 BACKDROP BACKGROUND FACTORY
 STORE, SZFOSITE BACKDROP STORE, THE
 DROPSHIPPING RC TOY AND GIFT STORE,
 THEHAPPYDAY STORE, TIANJIN SUXINYI
 TECHNOLOGY CO., LTD., TOLER STORE,
 TOY WORLD CITY STORE, TTY PARTY
 STORE, UBALLOONS STORE, UFAMILY
 STORE, UGLY MONKEY PARTY STORE, WE
 PARTY STORE, WJP PARTY STORE,
 XIAMEN DI220 ELECTRONIC COMMERCE

CO., LTD., XIAMEN HEMAOXIN INDUSTRY & TRADE CO., LTD., XIONGYI, XOXOX STORE, XT03 STORE, YANGZHOU AIXINI INTERNATIONAL TRADE IMPORT AND EXPORT CO., LTD., YANGZHOU CHAOMAN CULTURAL MEDIA CO., LTD., YANGZHOU DULALA CRAFTS LTD., YANGZHOU LSD ELECTRONIC CO., LTD., YHZNXH STORE, YIWU CHUYUN TRADE CO., LTD., YIWU CITY XINYANG IMPORT AND EXPORT CO., LTD., YIWU CORA TRADE CO., LTD., YIWU DAMAI CRAFT CO., LTD., YIWU DINGXIN E-COMMERCE CO., LTD., YIWU GUESS CRAFTS CO., LTD., YIWU KATE IMP & EXP CO., LTD., YIWU KE HUAN TRADING CO., LTD., YIWU LUANLI GARMENT CO., LTD., YIWU M&D IMPORT AND EXPORT CO., LTD., YIWU QIANG RUN GARMENT FACTORY, YIWU QIAOMAO GARMENT CO., LTD., YIWU QIBAO NETWORK TECHNOLOGY CO., LTD., YIWU QINGCHEN TRADE CO., LTD., YIWU SUE LUCKY GARMENTS FACTORY, YIWU WEITUO ARTS & CRAFTS CO., LTD., YIWU XINENG E-COMMERCE FIRM, YIWU XIQING IMPORT AND EXPORT CO., LTD., YIWU YINGHAN GARMENT FACTORY, YIZHENG LIUJI TOWN XINCHEN TOY FACTORY, YXX13 STORE and ZHONGSHAN SHUNXIN PACKAGING MATERIAL CO., LTD.,


Defendants

GLOSSARY

<u>Term</u>	<u>Definition</u>	<u>Docket Entry Number</u>
Plaintiff or Moonbug	Moonbug Entertainment Limited	N/A
Defendants	138 Store, 4ever Keep Real Store, Anhui Prime Technology Co., Ltd, Anhui RON.VE.XIN International Trade Co., Ltd., anime zone Store, animecollection Store, Avezano Backdrop Store, Baby k Party Store, Baby Pink Store, Baby Toy World Store, Babysunhine0305 Store, background Store, Be funny party Store, BEETOY Toy Store, Belly Toy Store, Bengbu Swan Gifts Co., Ltd., Best-Mother & Baby Store, Bratsweetis Store, Brave Newworld Store, Brilliant Cheerful Life Store, Brilliant Fun Party Store, Brilliant Party Life Store, Brilliant Party Store, Children Sweet Home, ChristineBest Store, City of Stars Store, Cola Party Store, cool-kids Store, cosfans costumes Store, Cozy Party Store, CozyDog Store, Crystal Technology, Cyml party Store, David Party Store, Dayofsugar Store, Decorative balloons Store, DHSM Toy Store, Dongguan Chashan Jiye Toys & Gifts Factory, Dongguan Huaqun Technology Co., Ltd., Dongguan Nuosheng Electronic Technology, Dongguan NuoYi Toys Co., Ltd., Dongguan Rui Teng Gift Co., Ltd., Dongguan Shuangyuan Garments Co., Ltd., Dreams It Possible Store, dulababy Store, Enjoyparty Store, Estrella Store, F102 Store, Fairy tale world frist, FEMAILY Store, Fengcai Trading (Shenzhen) Co., Ltd., Fourtry Store, Free Market Co., Ltd, Future Stars Plush Store, Fuzhou Nicrolandee Arts & Craft Co., Ltd., Fuzhou Partycool Trading Co., Ltd., Fuzhou PartyPlace Trading Co., Ltd., GTT11 Store, Guangzhou Gongyucheng Trading Co., Ltd., hae toy Store, hai xin Store, Hangzhou Easternhope Arts & Crafts Co., Ltd., Hello Balloons, Henan Diriver Trading Co., Ltd., Inland Party Store, InMemory Official Store, Intriguing Store, Jiangsu Dinghong Import And Export Co., Ltd., Jiangxi Yunzhou Clothing Co., Ltd., Jinhua Darren Trading Co., Ltd., JJ Drop Shoppig Store, JoyTimes Store, Jujubetree Store, Kids Funny Store, kokoer party Store, lamianwanzi Store, Let's party Store, Lianyungang Hongwen Toys Co., Ltd., Love Party Store, Lovemylife Store, Magic Children World Store, Molutian Official Store, My balloons Store, My Day Toy Store, Nanchang Dongtian Electronic Commerce Co., Ltd., Nantong Gelas Import & Export Co., Ltd., New Life Party Store, Party balloons Store, Party Celebration Store, Party Grocery Store, PARTYGUYS Store,	N/A

	<p>PHOTURT Backdrop Design Store, PonyoCabin Store, Pop Elements Luggage Store , Pursuit of Happyness Store, Qingdao Buzzy Cultural Co., Ltd., Quanzhou Guanghe Mingliang Trading Co., Ltd., Quanzhou Wantwell Information & Technology Co., Ltd., Quanzhou Yaer Electronic Commerce Co., Ltd., Quanzhou Yoho Yoho Trading Co., Ltd., RC Building Blocks Store, RIBOW Toy Whosale and Retail Store Store, RIMU Toy Store, S181 Store, Sensfun Official Store, Shenzhen Beian Top Trading Co., Ltd., Shenzhen Dihao Technology Co., Ltd., ShenZhen JoyToy Store, Shenzhen Newstar Electronic Technology Co., Ltd., Shenzhen Tuoyi Electronic Commerce Co., Ltd., Shop1113240 Store, Shop3215086 Store, Shop3929008 Store, Shop4417158 Store, Shop4873033 Store, Shop5004496 Store, Shop5422160 Store, Shop5429173 Store, Shop5633027 Store, Shop5728157 Store, Shop5874077 Store, Shop5883889 Store, Shop5886488 Store, Shop719161 Store, Shop726174 Store, Shop910438252 Store, Shop910559417 Store, Shop911137281 Store, Shop911405027 Store, Shop911412452 Store, Shop911419007 Store, Shop934283 Store, Skylessshine Store, Smileparty Store, Specially party Store, ST005 Store, Starriver Store, Supery Party Store, SUTAIBAI backdrop background Factory Store, SZFOSITE Backdrop Store, The Dropshipping RC TOY and Gift Store, theHappyDay Store, Tianjin Suxinyi Technology Co., Ltd., TOLER Store, Toy World City Store, TTY Party Store, UBalloons Store, UFamily Store, Ugly Monkey Party Store, WE PARTY Store, WJP Party Store, Xiamen DI220 Electronic Commerce Co., Ltd., Xiamen Hemaixin Industry & Trade Co., Ltd., xiongyi, XOXOX Store, XT03 Store, Yangzhou Aixini International Trade Import And Export Co., Ltd., Yangzhou Chaoman Cultural Media Co., Ltd., Yangzhou Dulala Crafts Ltd., Yangzhou Lsd Electronic Co., Ltd., YHZNXH Store, Yiwu Chuyun Trade Co., Ltd., Yiwu City Xinyang Import And Export Co., Ltd., Yiwu Cora Trade Co., Ltd., Yiwu Damai Craft Co., Ltd., Yiwu Dingxin E-Commerce Co., Ltd., Yiwu Guess Crafts Co., Ltd., Yiwu Kate Imp & Exp Co., Ltd., Yiwu Ke Huan Trading Co., Ltd., Yiwu Luanli Garment Co., Ltd., Yiwu M&d Import And Export Co., Ltd., Yiwu Qiang Run Garment Factory, Yiwu Qiaomao Garment Co., Ltd., Yiwu Qibao Network Technology Co., Ltd., Yiwu Qingchen Trade Co., Ltd., Yiwu Sue Lucky Garments Factory, Yiwu Weituo Arts & Crafts Co., Ltd., Yiwu Xineng E-Commerce Firm, Yiwu Xiqing import and Export Co., Ltd., Yiwu Yinghan Garment</p>	
--	---	--

	Factory, Yizheng Liuji Town Xincheng Toy Factory, yxx13 Store and Zhongshan Shunxin Packaging Material Co., Ltd.	
Defaulting Defendant	SUTAIBAI backdrop background Factory Store	N/A
Alibaba	Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
AliExpress	Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
Sealing Order	Order to Seal File entered on May 13, 2021	Dkt. 1
Complaint	Plaintiff's Complaint filed on May 13, 2021	Dkt. 5
Application	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on May 13, 2021	Dkts. 9-10, 12, 14
Ahton Dec.	Declaration of Karine Ahton in Support of Plaintiff's Application	Dkt. 12
Drangel Dec.	Declaration of Jason M. Drangel in Support of Plaintiff's Application	Dkt. 10
TRO	1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery entered on May 13, 2021	N/A
PI Show Cause Hearing	June 7, 2021 hearing to show cause why a preliminary injunction should not issue	N/A
PI Order	June 7, 2021 Preliminary Injunction Order	Dkt. 4
User Accounts	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers,	N/A

	employees, agents, servants and all persons in active concert or participation with any of them	
Merchant Storefronts	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Blippi	A fun, energetic entertainer known for his goofy mannerisms, signature blue and orange outfit and educational videos	N/A
Blippi Content	Interactive videos exploring the world through the eyes of a child while teaching them valuable skills such as counting, learning colors and much more	N/A
Blippi Registrations	U.S. Trademark Registration Nos.: 5,333,930 for “BLIPPI” for a variety of goods in Class 28 and 5,335,209 for “BLIPPI” for a variety of goods in Class 25	N/A
Blippi Application	U.S. Trademark Serial Application No. 79/297,577 for  , for goods in Classes 9, 16, 25, 28 and 41	N/A
Blippi Marks	The marks covered by the Blippi Registrations and the Blippi Application	N/A
Blippi Products	A variety of consumer products, such as t-shirts, backpacks and other gear	N/A
Counterfeit Products	Products bearing or used in connection with the Blippi Marks, and/or products in packaging and/or containing labels bearing the Blippi Marks, and/or bearing or used in connection with marks that are confusingly similar to the Blippi Marks and/or products that are identical or confusingly similar to the Blippi Marks	N/A
Defendants’ Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
Defendants’ Financial Accounts	Any and all financial accounts associated with or utilized by any Defendants or any Defendants’ User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A
Financial Institutions	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group	N/A

	d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. (“PingPong”) and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	
Third Party Service Providers	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba and AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	N/A
Defendants’ Frozen Assets	Defendants’ Assets from Defendants’ Financial Accounts that were and/or are attached and frozen or restrained pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this Action	N/A
Plaintiff’s Motion for Default Judgment	Plaintiff’s Application for an Order to Show Cause Why Default Judgment and a Permanent Injunction should not be entered Against Defaulting Defendant filed on December 27, 2021	TBD
Futterman Aff.	Affidavit by Danielle (Yamali) Futterman in Support of Plaintiff’s Motion for Default Judgment	TBD

This matter comes before the Court by motion filed by Plaintiff for the entry of final judgment and permanent injunction by default as to SUTAIBAI backdrop background Factory Store (“Defaulting Defendant”) for Defaulting Defendant’s trademark infringement, trademark counterfeiting, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendant’s unauthorized use of Plaintiff’s Blippi Marks without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.¹

The Court, having considered the Memorandum of Law and Affidavit of Danielle (Yamali) Futterman in support of Plaintiff’s Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendant, the Certificates of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendant’s Liability

- 1) Judgment is granted in favor of Plaintiff on all claims properly pled against Defaulting Defendant in the Complaint;

II. Damages Awards

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve both the compensatory and punitive purposes of the Lanham Act’s prohibitions on willful infringement, and because Plaintiff has sufficiently set forth the basis for the statutory damages award requested in its Motion for Default Judgment, the Court finds such an award to be

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

reasonable and Plaintiff is awarded Fifty Thousand Dollars (\$50,000.00) in statutory damages against Defaulting Defendant pursuant to Section 15 U.S.C. § 1117(c) of the Lanham Act and post-judgment interest (“Defaulting Defendant’s Individual Damages Award”);

III. Permanent Injunction

2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendant, its respective officers, agents, servants, employees, successors and assigns and all persons acting in concert with or under the direction of Defaulting Defendant (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing one or more of the Blippi Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the Blippi Marks;
- B. directly or indirectly infringing in any manner any of Plaintiff’s Blippi Marks;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiff’s Blippi Marks to identify any goods or services not authorized by Plaintiff;
- D. using any of Plaintiff’s Blippi Marks, or any other marks that are confusingly similar to the Blippi Marks on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- E. using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the

- trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendant with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defaulting Defendant and Defaulting Defendant's commercial activities by Plaintiff;
- F. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to:
- i. Defaulting Defendant's User Accounts and/or Merchant Storefronts;
 - ii. Defaulting Defendant's Assets; and
 - iii. the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products by Defaulting Defendant and by their respective officers, employees, agents, servants and all persons in active concert or participation with any of them; and
- G. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Accounts, Merchant Storefronts or any other means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.
- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendant must deliver up for destruction to Plaintiff any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the

possession, custody or control of Defaulting Defendant that infringe any of Plaintiff's trademarks, copyrights or other rights including, without limitation, the Blippi Marks, or bear any marks that are confusingly similar to the Blippi Marks pursuant to 15 U.S.C. § 1118;

3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers and Financial Institutions are permanently enjoined and restrained from:

A. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of the Defaulting Defendant's Frozen Assets from or to Defaulting Defendant's Financial Accounts until further ordered by this Court;

B. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defaulting Defendant's Frozen Assets and Defaulting Defendant's Financial Accounts;

C. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) below.

4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Third Party Service Providers are permanently enjoined and restrained from:

A. providing services to Defaulting Defendant and Defaulting Defendant's User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defaulting Defendant's User Accounts and Merchant Storefronts; and

B. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) above.

IV. Dissolution of Rule 62(a) Stay

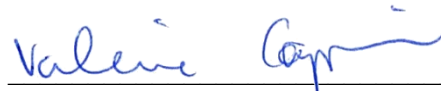
- 1) IT IS FURTHER ORDERED, as sufficient cause has been shown, that the 30-day automatic stay on enforcing Plaintiff's judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

V. Miscellaneous Relief

- 1) Defaulting Defendant may, upon proper showing and two (2) business days written notice to the Court and Plaintiff's counsel, appear and move for dissolution or modification of the provisions of this Order concerning the restriction or restraint of Defaulting Defendant's Frozen Assets, Defaulting Defendant's Additional Assets and/or Defaulting Defendant's Additional Financial Accounts;
- 2) Any failure by Defaulting Defendant to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendant to contempt remedies to be determined by the Court, including fines and seizure of property;
- 3) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.

SO ORDERED.

SIGNED this _____ day of _____, 202_, at _____ .m.



HON. VALERIE E. CAPRONI
UNITED STATES DISTRICT JUDGE
1/28/2022